

**INVITATION FOR BID**  
**Low Floor Light Duty Transit Buses**



**City of Salisbury**  
**Financial Services Department**  
**132 N. Main Street**  
**Salisbury, NC 28144**  
**Phone: 704-216-2716**  
**Evans Ballard, Interim Budget & Purchasing Manager**  
**eball@salisburync.gov**

**BID NUMBER: 003-2022**

**DATE: September 24, 2021**

**BIDS DUE NO LATER THAN 2:00PM on October 13, 2021**

**BUYER: Rodney Harrison, Transit Director**  
**rlhar@salisburync.gov**

**TELEPHONE: (704) 638-5252**

**Bid price shall be FOB Destination and include delivery to:**

City of Salisbury  
Transit Department  
300 West Franklin Street  
Salisbury, NC 28144

**INTERNET ADDRESS: <https://salisburync.gov/Government/Finance/Bids-and-Purchasing>**

**NOTICE TO BIDDERS**

Bids, subject to the conditions made a part hereof, will be received sealed at City of Salisbury, Transit Department on **Wednesday, October 13, 2021 at 2:00pm EST**. The bid opening will be held at 300 West Franklin Street, Salisbury, NC, 28144 and will be open to the public. All bids clearly marked as **Bid #003-2022 Low Floor Light Duty Transit Buses** delivered to the City of Salisbury, Transit Department. To remain consistent with limiting physical interactions and the potential spread of COVID-19, we are limiting each organization submitting a bid to one person at the bid opening. Per Federal guidelines, mask will be required when entering the Transit facility.

**EXECUTION**

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54). **Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.**

**Company Name**

**Signature**

**Address**

**Above (typed or printed)**

**City**

**State**

**Date**

**Zip**

**E-mail**

**Telephone**

**Fax**

☐

**By checking this box, I acknowledge that I have read and accept the terms and conditions associated with this bid.**  
Offer valid for 60 days from date of bid opening unless otherwise stated here: \_\_\_\_ days (See Instructions to Bidders, Item 2). Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ days (See Instructions to Bidders, Item 13).

**Sealed Bids will be received until 2:00 p.m. on October 13, 2021.**

Please note the different remit to addresses below, if Bidder chooses to send the Sealed Bid by personal delivery, courier/delivery service or by US mail:

Delivered by US Postal Service	Delivered by Personal Delivery or Courier/Delivery Service
City of Salisbury Transit Director Low Floor Light Duty Transit Buses Bid# 003-2022 PO Box 479 Salisbury, NC 28145	City of Salisbury Transit Director Low Floor Light Duty Transit Buses Bid# 003-2022 300 West Franklin Street Salisbury, NC 28144

No Bids received after the date and hour set forth above will be accepted or considered. **Bids sent by US Mail that are not received in hand by City of Salisbury by the deadline set forth above will not be considered.** One original and one copy of your response should be submitted in a sealed opaque envelope.

**TABULATIONS:** Verbal tabulations of open market bids and award information can be obtained by contacting the Finance Department.

**TRANSPORTATION CHARGES:** FOB SALISBURY, NORTH CAROLINA WITH ALL TRANSPORTATION CHARGES PREPAID AND INCLUDED IN BID PRICE UNLESS STATED OTHERWISE IN BID.

**AWARD CRITERIA:** As provided by Statute, award will be based on the lowest responsive, responsible bidder(s), considering quality, performance, and the time specified for performance.

**AWARD OF CONTRACT:** It is the general intent to award this contract to a single overall bidder on all items. The right is reserved; however, to make awards on the basis of individual items or groups of items, if such shall be considered by the City to be most advantageous or to constitute its best interest.

The City reserves the right to reject any and/or all proposals as deemed to be in the best interest of the City.

**SCOPE:** It is the intent of this Invitation for Bids to establish a vendor to provide a Low Floor Light Duty Transit Buses.

**DEVIATIONS:** Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise, it will be considered that equipment or goods offered are in strict compliance with these specifications and requirements; a successful bidder will be held responsible therefore. Deviations must be explained in detail. However, the City makes no implication that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

**SALES TAX:** DO include sales tax in bid amount as a separate line.

**BID SUBMISSION:** Bids shall be submitted on the forms attached hereto. All requested information shall be provided. **All forms, attachments and certifications attached to this bid must be submitted with the bid.**

**SECTION I: GENERAL INSTRUCTIONS TO BIDDERS**

**GENERAL:** All bids are subject to the provisions of the attached General Contract Terms and Conditions. All bid responses will be controlled by the Terms and Conditions included by the City of Salisbury. Bidder terms and conditions included as a part of published price lists, catalogs, and/or other documents submitted as a part of the bid response are waived and will have no effect either on the bid, or any contract which may be awarded as a result of this bid. **The attachment of any other terms and conditions may be grounds for rejection.**

Bidder specifically agrees to the conditions set forth in this paragraph by signature of the "BID" contained herein.

Pursuant to G.S. 143-48 and Executive Order No. 77, the City invites and encourages participation in this procurement by a business owned by minorities, women, and the handicapped.

**BID EVALUATION:** The City of Salisbury reserves the right to reject any and all bids on the basis of the function, compatibility with user requirements, as well as cost. The City of Salisbury reserves the right to award this contract to a single overall bidder on all items, or to make award on the basis of individual items or groups of items, whichever shall be considered by the City of Salisbury to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested to offer a lump sum price. The City of Salisbury will not be bound by oral discussions during evaluation process. Responsible purchasing agent should approve all contact regarding this award.

**CANCELLATION:** The City of Salisbury may terminate/cancel this contract at any time by providing written notice to the bidder at least thirty (30) days before the effective date of termination/cancellation.

**SAFETY:** See attached General Terms & Conditions #10.

**BID RESULTS:** For bid results call (704) 216-2716 Finance Department.

**\*\*THE CITY OF SALISBURY WILL NOT BE BOUND BY ORAL DISCUSSION REGARDING THIS ITB.\*\***

**QUESTIONS:** Questions regarding the specifications on this bid should be referred to Rodney Harrison, Transit Director, (704) 638-5252, [rlhar@salisburync.gov](mailto:rlhar@salisburync.gov) . Questions are due Monday, October 4, 2021, 5pm EST.

**SPECIAL INTEREST GROUP DEFINITIONS:**

Women Owned (51% and controlled by Women)

Handicapped Owned (51% owned & controlled by a Physically Handicapped Person)

Minority Owned (At least 51% of which is owned and controlled by minority group member. (Black, Asian, Hispanic, American Indian)

**SECTION II: GENERAL TERMS AND CONDITIONS**

1. **ACCEPTANCE AND REJECTION**: The City of Salisbury reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidder, to accept any item in the bid. If an error occurs in the unit price or extended price then unit price will prevail.

2. **TIME FOR CONSIDERATION**: Unless otherwise indicated on the first page of this document, the offer shall be valid for 60 days from the date of bid opening.

3. **TAXES**: Sales tax shall be included in any bid prices.

a. **FEDERAL**: Generally, states and political subdivisions are exempt from such taxes as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provided by Chapter 32 of the Internal Revenue Code.

b. **OTHER**: Bid prices are not to include any import or personal property taxes. To the extent applicable, they are to be invoiced as a separate item(s).

4. **PRICE ADJUSTMENTS**: Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the bidder to other customers.

a. **NOTIFICATION**: Must be given to the City of Salisbury Purchasing Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturers' official notice or other evidence that the change is general in nature.

b. **DECREASES**: The City of Salisbury shall receive full proportionate benefit immediately at any time during the contract period.

c. **INCREASES**: All prices offered herein shall be firm against any increase for 180 days from effective date of the proposed contract. After this period, a request for increase may be submitted with the City of Salisbury reserving the right to accept or reject the increase, or cancel the contract. Such action by the City of Salisbury shall occur not later than 15 days after receipt and review by the City of Salisbury of a properly documented request for price increase. Any increases accepted shall become effective on a date to be determined by the City of Salisbury which:

1) Shall not be later than 30 days after the expiration of the original 15 days reserved by the City of Salisbury to evaluate the request for increase;

d. **INVOICES**: It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

5. **PAYMENT TERMS**: Payment terms are net 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The City of Salisbury is responsible for all payments under the contract.

6. **AFFIRMATIVE ACTION**: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

7. **CONDITION AND PACKAGING**: Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

8. **SAMPLES**: Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following opening of bids. Otherwise, the samples will become City of Salisbury property. Each individual sample must be labeled with bidder's name and item number. Samples, on which an award is made, will be retained for the contract period. These will be returned, if requested, ten days prior to expiration of the contract.

9. **SPECIFICATIONS**: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet(s).

**The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

10. **SAFETY STANDARDS**: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All bidders must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. Construction bidders must comply with *North Carolina Occupational Safety and Health Standards for the Construction Industry, 29CFR 1926*. In addition, bidders shall comply with all applicable occupational health and safety and environmental rules and regulations. Bidders shall effectively manage their safety and health responsibilities including:

**1. Accident Prevention**

Prevent injuries and illnesses to their employees and others on or near their job site. Bidder managers and supervisors shall ensure employer's personnel safety by strict adherence to established safety rules and procedures.

**2. Environmental Protection**

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

**3. Employee Education and Training**

Provide education and training to all bidders employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

11. **INFORMATION AND DESCRIPTIVE LITERATURE**: Bidders are to furnish all information requested and in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit with his proposal: cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids, which do not comply with these requirements, will be subject to rejection.

12. **PROMPT PAYMENT DISCOUNTS**: Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

**13. AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance made of the lowest and best bid most advantageous to the City of Salisbury as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the City to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the City or the bidder, the City reserves the right to accept any items or groups of items on a multi-item bid.

The City reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the City of Salisbury to be pertinent or peculiar to the purchase in question.

**14. GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City of Salisbury Purchasing Department at once, indicating in his letter the specific regulation which required such alterations. The City of Salisbury reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

Bidder agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

**15. M/WBE:** Pursuant to General Statute 143-48 and Executive Order #77, the City of Salisbury invites and encourages participation in this procurement process by businesses owned by minorities, women, and the handicapped.

**16. INSURANCE COVERAGE** - During the term of the contract, the bidder at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the bidder shall provide and maintain the following coverage and limits:

**a. Worker's Compensation** - The bidder shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000.00 for bodily injury per accident. This insurance shall cover all bidders' employees who are engaged in any work under the contract. If any work is sublet, the bidder shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

**b. General Liability** - General Liability Coverage with minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence limit. (Defense cost shall be in excess of the limit of liability.)

**c. Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage.

Purchasing Coordinator reserves the right to waive any one or all of these minimum requirements.

**REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the bidder and is of the essence of this contract. Once the bid is awarded, the bidder shall furnish the city with certificates of insurance and with original endorsements. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by

the Commissioner of Insurance to do business in North Carolina. The bidder shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the bidder shall not be interpreted as limiting the bidder's liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to the City of Salisbury Purchasing Department.

17. **PATENTS AND COPYRIGHTS**: The Bidder shall hold and save the City of Salisbury, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses on account of any patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

Any and all copy, art, designs, negatives, photographs, or other tangible items created pursuant to bidder's performance of this project shall be the property of City of Salisbury and shall be delivered to city upon completion of the project. Such property shall be transferred to city in excellent, reusable condition.

In addition, the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the bidder's performance of this project shall vest in the city, and the bidder agrees to assign all rights therein to the city. Bidder further agrees to provide the city with any and all reasonable assistance, which the City may require to obtain copyright registrations or to perfect its title in any such work, including the execution of any documents submitted by the city.

18. **ADVERTISING**: Bidder agrees not to use the existence of this contract or the name of the City of Salisbury as a part of any commercial advertising without prior approval of the City of Salisbury Purchasing Department.

19. **EXCEPTIONS**: All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Bidder's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Bidder may be grounds for rejection of the Bidder's proposal. The Bidder specifically agrees to the conditions set forth in the above paragraph by affixing his name on the signatory page contained herein.

20. **CONFIDENTIAL INFORMATION**: As provided by statute and rule, the City of Salisbury will consider keeping trade secrets which the bidder does not wish DISCLOSED confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

21. **ASSIGNMENT**: No assignment of the bidder's obligations nor the bidder's right to receive payment hereunder shall be permitted. However, upon written request approved by the City of Salisbury Purchasing Department, solely as a convenience to the bidder, the City of Salisbury may:

- a. Forward the bidder's payment check directly to any person or entity designated by the bidder, and
- b. Include any person or entity designated by bidder as a joint payee on the bidder's payment check.

In no event shall such approval and action obligate the City of Salisbury to anyone other than the bidder and the bidder shall remain responsible for fulfillment of all contract obligations.

22. **ACCESS TO PERSONS AND RECORDS**: The City Auditor shall have access to persons and records as a result of all contracts or grants entered into by the City in accordance with General Statute 147-64.7.

23. **INSPECTION AT BIDDER'S SITE:** The City of Salisbury reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective bidder prior to contract award, and during the contract term as necessary for the City of Salisbury's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

24. **AVAILABILITY OF FUNDS:** Any and all payments of compensation of this specific transaction, it's continuing or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to the City for the purpose set forth in this agreement.

25. **GOVERNING LAWS:** All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

26. **ADMINISTRATIVE CODE:** Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

27. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.

28. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) City of Salisbury General Contract Terms and Conditions, and (4) City of Salisbury Bid Terms and Conditions.

29. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the City of Salisbury Purchasing Department. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the City of Salisbury Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source is of no effect.

30. **E-VERIFY COMPLIANCE:** By bidding, the vendor understands that e-verify is a federal program operated by the US Department of Homeland Security and other federal agencies used to verify the work authorization of newly hired employees pursuant to federal law. Furthermore, the vendor confirms that they are aware of and in compliance with the requirements of e-verify and article 2 of chapter 64 of the NC General Statutes, which requires that the vendor participate in e-verify if it has at least 25 qualified employees.

31. **NONDISCRIMINATION:** By signing this Contract, Contracting Party, for itself, its agents, officials, and employees, certifies that it does not and will not discriminate in any manner on the basis of race, color, national origin, ethnicity, religion, creed, age, disability, sex, sexual orientation, gender identity or expression, pregnancy, marital or familial status, National Guard or veteran status, or any other status protected by federal, state, or local law, in its employment or business practices, and with respect to the subject matter of this Contract. The Contracting Party further agrees to comply with the provisions and intent of City of Salisbury Ordinance No. 2021-52. That Ordinance is incorporated into this Agreement for the benefit of the City of Salisbury and its residents. To ensure compliance with this provision, Contracting Party further agrees that it will promptly respond to reasonable requests for information from the City. Failure to respond to requests for information or failure comply with the requirements of this provision shall constitute a breach of the Contract. This provision shall be binding on the successors and assigns of the Contracting Party with reference to the subject matter of this Contract.

32. **PURCHASING MANUAL:** Bidder is aware that the City has a Purchasing Manual that is available upon request.



**FEDERAL AND STATE REQUIREMENTS  
AND SPECIAL CONDITIONS**  
*for*  
**ROLLING STOCK PURCHASES**

**1. General**

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement, FTA MA (23), dated October 1, 2016; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement & Lessons Learned Manual", October 2016; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Part 200, dated December 26, 2014, will supersede and apply in lieu of U.S. DOT's common grant rules, 49 C.F.R. parts 18 and 19, State and Local Governments and Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and any subsequent amendments or revisions thereto.

**THE FOLLOWING MAY BE USED SYNONYMOUSLY:**

**"BIDDER" AND "CONTRACTOR"**

**"PURCHASER", "PROCURING AGENCY" AND "OWNER"**

**2. Federal Changes**

***Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.***

1. FTA's new authorizing legislation, 49 U.S.C. chapter 53, as amended, by the following:
  - a. The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,
  - b. The Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the "Surface Transportation and Veterans Health Care Choice Improvement Act of 2015," Public La No. 114-41, July 31, 2015, and other authorizing legislation to be enacted and
  - c. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Public Law No. 109-59, August 10, 2005, as amended by the SAFTEA-LU technical Corrections Act of 2008, Public Law No 100-244, June 6, 2008.
2. Continuing resolutions or other Appropriations Resolutions or Acts funding the Department of Transportation during Fiscal Year 2016.
3. Title 23, U.S.C. (Highways)
4. Other federal legislation FTA administers, as FTA so determines.

**3. Notification of Federal Participation**

To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant

source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will be eligible to participate in this bid, 20.500, 20.505, 20.507, 20.509, 20.513, 20.514, 20.516, 20.518, 20.519, 20.521, 20.522, 20.523, 20.525, 20.526, 20.527, 20.528, 20.529, 20.530, and 20.531. Federal funding assistance up to eighty (80%) percent may be provided.

**4. Definitions**

*Third Party Agreement*, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following agreements, such as:

- (1) Third party contracts,
- (2) Leases,
- (3) Third party subcontracts; and
- (4) Other similar arrangements or agreements.

*Third Party Participant*, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following participants, such as:

- (1) Third party contractors,
- (2) Lessees,
- (3) Third party subcontractors, and
- (4) Other participants in the Project

**5. Conflict of Interest**

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

**6. Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352(b) (5), as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.); 2 C.F.R. §200.450, and 2 C.F.R. Part 200 appendix II (j). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

***The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$100,000 or more and prior to the award of the contract.***

**7. Civil Rights Laws and Regulations**

The following Federal Civil Right laws and regulations apply to all contracts and flow down to all third party contractors and their contracts at every tier.

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4702.1 "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", issued October 1, 2012.

(2) **Equal Employment Opportunity** - Federal Equal Employment Opportunity (EEO) Requirements include, but are not limited to:

(a) Race, Color, Religion, National Origin, Disability, Age, Sex, Sexual Orientation, Gender Identity, or Status as a Parent - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act, 28 C.F.R. § 50.3, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including gender identity), disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor agrees to comply with FTA Circular 4704.1A Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients, dated October 31, 2016.

(b) Equal Employment Opportunity Requirements for Construction Activities. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(3) **Nondiscrimination on the Basis of Age** – The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

(4) **Nondiscrimination on the Basis of Sex** - The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

(5) **Access for Individuals with Disabilities** - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and

- (11) Federal regulations, "Miscellaneous Civil Rights Amendments (RRR)," pertaining to nondiscrimination on the basis of disability within 49 C.F.R. Parts 27, 37, and 38 were published in 79 Fed. Reg. 21402, April 16, 2014; and
  - (12) FTA Circular 4701.1, Americans with Disabilities Act (ADA) Guidance, dated November 4, 2015.
  - (13) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.
- (6) **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.
- (7) **Environmental Justice.** (According to the Master Agreement, this section is now under Environmental and applicable for Environmental Studies)
- (8) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.
- (9) **Other Nondiscrimination Laws.** The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.
- (10) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- (11) Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

## **8. Contracting with Disadvantaged Business Enterprises**

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective October 1, 2004.

a. This contract is subject to the requirements of U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26 [*U.S. DOT published final rule, "Disadvantaged Business Enterprise: Program Improvements," 49 C.F.R. Part 26, on January 28, 2011 (see 76 Fed. Reg. 5083)*], and Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, as amended by Section 451 of the Hiring Incentives to Restore Employment (HIRE) Act, Pub. L. 111-147, March 18, 2010, 23 U.S.C. § 101 note.

The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is **6.1%.**

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a

material breach of this contract, which may result in the termination of this contract or such other remedy as the **Procuring Agency** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Procuring Agency. In addition, these may apply:

- the contractor may not hold retainage from its subcontractors; or
- is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed; or
- is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Procuring Agency and contractor's receipt of the partial retainage payment related to the subcontractor's work.

d. The contractor must promptly notify the **Procuring Agency** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the **Procuring Agency**.

As part of its DBE program, the Procuring Agency must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid. The Contractor understands and agrees that as a condition of being authorized to bid on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR§ 26.49.

***The requisite "Transit Vehicle Manufacturer's Certification" is included as ATTACHMENT B and MUST be completed and executed for ALL contracts and submitted with the bid or quote.***

**A BID OR QUOTE THAT IS SUBMITTED WITHOUT THE CERTIFICATION WILL NOT BE CONSIDERED FOR AWARD.**

## **9. Clean Air Act and Federal Water Pollution Control Act**

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) and 2 C.F.R. Part 200, Appendix II (g). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal Assistance provided by FTA.

The Contractor agrees:

- 1) It will not use any violating facilities;

- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387) and 2 C.F.R. Part 200, Appendix II (g).

**10. Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C. These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

**11. Environmental Protection**

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5323(c)(2) ), as amended by MAP-21, ; U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622 were published in the Federal Register, 78 Fed. Reg. 8963, February 7, 2013; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 "Efficient environmental reviews for project decision making", pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser's responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.* November 15, 2006. Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319 Accelerated Decision making in Environmental Reviews," dated January 14, 2013, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

**12. Cargo Preference - Use of United States-Flag Vessels**

46 U.S.C. 55305 and 46 C.F.R. § 381.7 (The Maritime Administration (MARAD) regulations) impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor agrees to the following:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development,

Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

### **13. Buy America**

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts.

The contractor agrees to comply with 49 U.S.C. 5323(j), 49 C.F.R. part 661, and the FAST Act Section 3011, effective date October 1, 2015, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 C.F.R. § 661.11. Train Control, Communication and Traction Power Equipment. For purposes of Buy America, rolling stock includes train control, communication, and traction power equipment (49 U.S.C. 5323(j) (2) (C)). See also 49 CFR 661.11(t), (u), and (v). The domestic content requirement in effect on the date a contract was signed for train control, communication, and traction power equipment will control. If the contract is signed in FY2016 or FY2017, the contract shall require an overall domestic content that exceeds 60 percent; if a contract is signed in FYs 2018 or 2019, the contract must include an overall domestic content percentage that exceeds 65 percent; and if a contract is signed in FY2020 or beyond, the domestic content must exceed 70 percent.

For purchase orders placed against State schedules on or after October 1, 2015, for rolling stock that will be delivered in FY 2016 or 2017, the domestic content requirement must exceed 60%. For purchase orders placed against State schedules for rolling stock that will be delivered in FYs 2018 or 2019, the domestic content must exceed 65%, and for purchase orders placed against State schedules for rolling stock that will be delivered in FY 2020 or beyond, the domestic content must exceed 70%.

The bidder or offeror must submit to the Procuring Agency the appropriate Buy America certification in the bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

The Buy America requirements flow down from FTA to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

**Effective October 1, 2015 small purchases (under the \$150,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using the "contract price" and not "unit price".** This provision of the FAST Act applies to all purchases for capital, operating, or planning funds.

***BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION MUST BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH***



**THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either B or C) SHALL BE SUBMITTED.** The certification requirement does not apply to lower tier subcontractors.

**14. Fly America**

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. First tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

a) *Definitions.* As used in this clause--

- “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- “United States” means the 50 States, the District of Columbia, and outlying areas.
- “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

**Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

---



---



---

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

**15. Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, 2 C.F.R. § 200.213, and 2 C.F.R. Part 200 Appendix II (I). These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), at <https://www.sam.gov/> in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 and 12689. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**The Procuring Agency will be reviewing all third party contractors under the “System for Award Management” at <https://www.sam.gov/> before entering into any contracts.**

**If the Procuring Agency or NCDOT suspends, debar, or takes similar action against a Contractor or subcontractor, the NCDOT will provide immediate written notice to the:**

- (a) FTA Regional Counsel for the Region in which the NCDOT is located or implements the Project,
- (b) FTA Headquarters Manager that administers the Grant, or
- (c) FTA Chief Counsel, and
- (d) NCDOT/Public Transportation Division.

***The requisite Debarment and Suspension Certification is included as ATTACHMENT E (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.***

## **16. Pre-Award and Post-Delivery Audit Requirements**

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

Pre-Award Audit:

The two lowest bidders, determined at bid opening, will be required to submit the following information within three working days of the Purchaser's request. Pre-award information may also be submitted with the bid.

(1) Buy America Requirements: (for contracts of \$150,000 and more)

***The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (see Section 13. Buy America). If the Contractor certifies compliance with Buy America, it shall provide supporting documentation that indicates that the applicable\* cost of all components are manufactured in the United States and that final assembly takes place in the United States. The documentation shall include:***

- a) the component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;***
- b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of the final assembly; and***
- c) a copy of the letter from FTA granting a waiver on the vehicle(s) for all or part of the Buy America requirement under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act (STAA) of 1982, as amended;***

*\*For purchase orders placed against State schedules on or after October 1, 2015, for rolling stock that will be delivered in FY 2016 or 2017, the domestic content requirement must exceed 60%. For purchase orders placed against State schedules for rolling stock that will be delivered in FYs 2018 or 2019, the domestic content must exceed 65%, and for purchase orders placed against State schedules for rolling stock that will be delivered in FY 2020 or beyond, the domestic content must exceed 70%.*

(2) Federal Motor Vehicle Safety Standards (FMVSS) Certification: (must be completed for all purchases)

The Contractor shall submit:

- a) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS regulations; or
- b) the manufacturer's certified statement that the contracted vehicles will not be subject to the FMVSS regulations.

(3) Solicitation Specification Requirements:

The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

Please refer to EXHIBIT I regarding computation of component and subcomponent parts.

Post-Delivery Audit:

Upon completion of the vehicle(s), and prior to filing of the title, the successful bidder shall provide the information indicated in 1-3 above. This post-delivery audit is required to ensure that the vehicle(s) were manufactured as intended. Failure to comply with this requirement or inability to certify Buy America compliance shall be cause for rejection of the vehicle(s).

Upon delivery and acceptance of the equipment, the vehicle(s) shall undergo a thorough visual inspection and road test to assure compliance to contract specifications.

\*Note - The term "manufacturer" shall include, but not be limited to, the chassis manufacturer; the secondary manufacturer; a second party providing additions or modifications to the vehicle, and/or the bidder.

The two lowest bidders, determined at bid opening, will be required to submit the Pre-Audit information within three (3) working days of the Purchaser's request. This information may also be submitted with the bid. **This pre-award audit information is required to be eligible for award of the bid.** Failure to comply with this requirement shall be cause for rejection of the bid.

**17. Geographic Preference**

Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in evaluation or award of bids or proposals, except where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

**18. Termination or Cancellation of Contract**

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier, as referenced in 2 C.F.R. § 200.339 and 2 C.F.R. Part 200, Appendix II (B).

**Termination for Convenience** - The Owner may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Owner's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Owner to be paid the Contractor. If the Contractor has any property in its possession belonging to Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs.

**Termination for Default (Breach or Cause)** - If the Contractor does not deliver services in accordance with the contract delivery schedule, or if the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Owner may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

**Opportunity to Cure** - The Owner, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Owner setting forth the nature of said breach or default, Owner shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**Waiver of Remedies for any Breach** - In the event that Owner elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Owner shall not limit Owner's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

**19. Violation and Breach of Contract, Rights and Remedies**

All contracts in excess of \$150,000 shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate as provided in 2 C.F.R. § 200.326 and 2 C.F.R. part 200, Appendix II (A). The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

**Rights and Remedies of the Owner** - The Owner shall have the following rights in the event that the Owner deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include the Contractor and any subsequent named subcontractor.

**Rights and Remedies of the Contractor** - Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Owner, the Contractor expressly agrees that no default, act or omission of the Owner shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Owner directs Contractor to do so) or to suspend or abandon performance.

**Remedies** - Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the Owner will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the Owner takes action contemplated herein, the Owner will provide the Contractor with sixty (60) days written notice that the Owner considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

If there is credible evidence that a Third Party Participant (Contractor) has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Federal funding, notification of FTA is required.

If a legal matter as described above emerges, the Owner must promptly notify the NCDOT, which in turn will notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or FTA Regional Counsel for the Region (IV).

**20. Resolution of Disputes**

All contracts in excess of \$150,000 shall contain contractual dispute and remedies as appropriate as provided in 2 C.F.R. § 200.326 and 2 C.F.R. part 200, Appendix II (A). The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or

otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Alternative Dispute Resolution – The Owner and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the Owner and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Owner's direction or decisions made thereof.

Performance during Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **21. Protest Procedures**

To ensure that protests are received and processed effectively the Owner shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NCDOT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Owner before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Owner's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the NCDOT must be received by the Department within three (3) working days of the date the protester knew or should have known of the violation.

The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of NCDOT's final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient's failure to have or failure to comply with its protest procedures or failure to review the protest.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

**22. Contract Work Hours and Safety Standards for Awards Not Involving Construction**

For all contracts in excess of \$100,000 the Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5 and as referenced in 2 CFR part 200 Appendix II (E).

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

**23. No Federal Government Obligations to Third Parties**

The No Obligation clause extends to all third party contractors and their contracts at every tier.

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**24. Program Fraud and False or Fraudulent Statements or Claims and Related Acts**

The Program Fraud clause requirements extend to all third party contractors and their sub-contracts at every tier.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **25. Access to Records and Reports and Record Retention**

The record keeping and access requirements extend to all third party contractors and their contracts at every tier. Under 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.336, FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.



The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.336.

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5339, 5310, 5311, 5316, or 5317.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for a period of five (5) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

## **26. Bus Testing Program**

The Bus Testing requirements pertain only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. The PROCURING AGENCY is responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. Part 665.

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the PROCURING AGENCY.

The Contractor [Manufacturer] agrees to comply with FTA regulations, "Bus Testing," 49 C.F.R. Part 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended by MAP-21 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

***The Bus Testing Certification is included as ATTACHMENT F and must be executed for ALL contracts prior to the award of the contract.***

**27. State and Local Disclaimer**

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

**28. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. In order to comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements, all contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, the current Master Agreement, and 2 C.F.R 200 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the Procuring Agency to be in violation of the FTA terms and conditions.

**29. Hold Harmless**

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Owner of this Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

The Contractor represents and warrants that it shall make no claim of any kind or nature against the Owner or its agents who are involved in the delivery or processing of contractor goods to the Owner. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

**30. Safe Operation of Motor Vehicles**

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier. In compliance with Federal Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402 (Increasing Seat Belt Use) and Executive Order No. 13513 Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009,

**Seat Belt Use** - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Owner.

**Distracted Driving** -The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**31. Exclusionary or Discriminatory Specifications**

The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support sub-contracts using exclusionary or discriminatory specifications or requirements.

**32. Metric System**

To the extent required by U.S. DOT or FTA, the Contractor agrees to use the metric system of measurement in its Contract activities as may be required by 49 U.S.C. Sect. 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. Sect. 205a; and other regulations, guidelines and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, the Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

**33. North Carolina State Ethics Requirement**

Pursuant to Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor’s Cabinet Agencies and the Office of the Governor:

- 1) “By Executive Order 24 and N.C. G.S.§ 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor’s Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
  - (1) have a contract with a governmental agency; or
  - (2) have performed under such a contract within the past year; or
  - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

To be added near the signature portion of all contracts let by the Governor’s Cabinet Agencies and the Office of the Governor:

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

**34. Sensitive Security Information**

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with "The Homeland Security Act", as amended, specifically 49 U.S.C. Section 40119(b), The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. part 15, and U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. part 1520.

**35. National Intelligent Transportation Systems Architecture and Standards *(applicable to ITS projects)***

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001 and all other federal guidance.

**36. NC E-Verify Requirements**

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements by executing and submitting the E-verify Affidavit included in this Invitation for Bids as **Attachment G. *(Form required for all equipment requiring installation)***

**PRE AWARD AND POST DELIVERY AUDIT REQUIREMENTS:**

Component Cost requirements of the manufacturer to meet Buy America:

The cost of components that are produced in the US (domestic) must be more than 60% of the cost of all the components of a vehicle and final assembly takes place in the US.

For a component to be domestic, more than 60% of the subcomponents cost must be of domestic origin and manufacture of component must be in US

Level of documentation of costs required must comply with 661.11(o)(1):

The cost of a component or a subcomponent is the price that a bidder or contractor must pay to a subcontractor or supplier for that component or subcomponent.

The cost used in the computation of domestic content may include appropriate fully allocated costs of the component or subcomponent, which would include overhead and profit allocation.

Costs may be presented in percentage form or dollar amount.

Domestic Content Example

<u>Item</u>	<u>Total Cost of Components</u>	<u>Percent/Domestic</u>
One bus (ABC Mfr.)	\$100	At least 60% of total cost

60% Domestic Component

<u>Component</u>	<u>Domestic content</u>
1. Engine (X Co.)	\$30 (30% of total component cost)
2. Transmission (Y Co.)	\$20 (20% of total component cost)
3. Wheels (Z Co.)	<u>\$15</u> (15% of total component cost)
Subtotal	\$65 (65% of total component cost) (5% more than required; no further components needed)

Breakdown of components for domestic sub-component content

<u>Sub-component</u>	<u>Domestic content</u>
1. Engine (total cost \$30)	
a) Valves (A Co.)	\$12.00 (40% of cost of engine)
b) Block (B Co.)	<u>\$10.50</u> (35% of cost of engine)
Subtotal	\$22.50 (75% of cost of engine)

(15% more than required)

2. Transmission (total cost \$20)

a) Gears (C Co.)

\$ 4.00 (20% of cost of trans.)

b) Housing (D Co.)

\$ 8.00 (40% of cost of trans.)

Subtotal

\$12.00 (60% of cost of trans.)  
(minimum percent achieved)

3. Wheels (total cost \$15)

a) Castings (F Co.)

\$10.00 (66.7% of cost of wheels)

Subtotal

\$10.00 (66.7% of cost of wheels)  
(6.7% more than required)

## ATTACHMENT A

## CERTIFICATION REGARDING LOBBYING

***(To be submitted with all offers exceeding \$100,000; must be executed prior to Award)***

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge and belief, that:  
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §1352, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the State of \_\_\_\_\_;  
and the County of \_\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

ATTACHMENT B

TRANSIT VEHICLE MANUFACTURERS CERTIFICATION OF  
COMPLIANCE WITH 49 CFR PART 26.49

***(Must be submitted with all bids. A bid, which does not include this certification, will not be eligible for award.)***

This procurement is subject to the provisions of 49 CFR, Part 26.49. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid.

TRANSIT VEHICLE MANUFACTURER CERTIFICATION

\_\_\_\_\_, a TVM, hereby certifies that it has complied with the requirement of  
(Name of Manufacturer)

49 CFR Part 26.49 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year \_\_\_\_,  
October 1, \_\_ to September 30, \_\_ and have been approved or not disapproved by FTA.

OR
----

\_\_\_\_\_, hereby certifies that the Manufacturer of the transit vehicle to  
(Name of Dealer/Distributor)

be supplied, \_\_\_\_\_, has complied with the above-referenced  
(Name of Manufacturer)

requirement of 49 CFR Part 26.49.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_



ATTACHMENT C

**CERTIFICATE OF COMPLIANCE  
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS  
(Including train control, communication, and traction power equipment)**

***(To be submitted with all bids exceeding \$150,000. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)***

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

ATTACHMENT D

**CERTIFICATE OF NON-COMPLIANCE  
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS  
(Including train control, communication, and traction power equipment)**

***(To be submitted with all bids exceeding \$150,000. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)***

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. Section 5323(j)(2)(C), and regulations in 49 CFR 661.7.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY and VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION

***(To be submitted with all bids exceeding \$25,000.)***

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

ATTACHMENT F  
CERTIFICATION OF COMPLIANCE  
WITH FTA'S BUS TESTING REQUIREMENTS

*(To be submitted with all bids.)*

The undersigned certifies that the vehicles offered in this procurement comply and will, when delivered, comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 CFR Part 665, and any amendments thereto, according to one of the following three alternatives.

(Indicate with an "X" only one of the following statements.)

1. \_\_\_\_ The vehicles offered herewith have been tested in accordance with 49 CFR Part 665 on \_\_\_\_\_ (date). The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Bid. If the configuration or components are not identical, the manufacturer shall provide with its Bid a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
2. \_\_\_\_ The vehicles offered are a new model, or with a major change in configuration or components to be acquired, and will be tested and the full bus testing report(s) and any applicable partial testing report(s) will be submitted to the Purchaser before final acceptance of the first vehicle.
3. \_\_\_\_ The manufacturer represents that the vehicles offered are "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Bid the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
4. \_\_\_\_ The manufacturer represents that the vehicles offered are not required to be bus tested.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

ATTACHMENT G

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES  
*(To be submitted with all bids)*

I, \_\_\_\_\_ (hereinafter the "Affiant"), duly authorized by and on behalf of  
\_\_\_\_\_ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the \_\_\_\_\_ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. ☐ Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.  
  
☐ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name and Title

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

**ATTACHMENT H**

**FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS) CERTIFICATION**

FMVSS Certification for Both Pre-Award and Post-Delivery

The bidder hereby certifies that it has provided the Buyer with self-certification information with this bid and will provide post-delivery self-certification information necessary to meet the FMVSS. Essentially, this means that the Proposer will describe in writing the content of the certification label contained on the vehicle pursuant to 49 CFR Part 567.

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

**ATTACHMENT I**

**CERTIFICATION TO PURCHASER:**

The undersigned **BIDDER/VENDOR** certifies that the vehicle(s) furnished will meet or exceed the specifications.

The **BIDDER/VENDOR** hereby certifies that it has attached all applicable documentation including:

1. Federal Motor Vehicle Safety Standards (**FMVSS**)
2. Altoona Test Certification
3. Buy America Certification Form
4. Domestic Content Information/Worksheet
5. Lobbying Certification Form
6. Government Wide Debarment & Suspension Certification Form
7. N.C. E-Verify
8. Transit Vehicle Manufacturers Certification of Compliance
9. Drawing of proposed floor plan.
10. Printed product literature of the vehicle and all ancillary equipment

The undersigned **BIDDER/VENDOR** certifies that it has read all of the bid documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company:

Printed Name of Person Completing Form:

Address: (City, State, Zip)

SS# or Tax ID #:

Telephone: (Area Code)

Signature:

**Disadvantaged Business Enterprise Information (DBE)**

Is your firm a DBE?

(yes) (no)

If yes, what type?

**Bidders type of organization (circle)**

Sole

Proprietorship

Corporation

General Proprietorship

Limited

Partnership

Other? Please List

**SALISBURY TRANSIT SYSTEM**  
**25' LOW FLOOR LIGHT DUTY TRANSIT BUS SPECIFICATIONS**

**GENERAL INFORMATION**

These technical specifications cover the requirements for wheelchair accessible 25' light duty low floor transit bus with a Ford E-450 superduty cutaway chassis or approved equals. Other length light duty low floor transit buses are acceptable but they should not exceed 26 feet in length. These buses shall be minimum 96 inches wide and shall provide maximum passenger appeal in appearance, comfort, and safety; combined with excellence in reliability, operating characteristics, standardization with existing fleet, economy of operation. Each bus shall be in compliance with the Americans with Disabilities Act and conform to state and federal motor vehicle regulations and emissions standards. The bus shall be designed and constructed to assure a minimum service life of at least 7 years and it shall be capable of operating at least 200,000 miles in its service lifetime. This low floor bus shall be equipped with power steering, gasoline engine, and an automatic transmission. It is intended for the widest possible spectrum of passengers, including children, adults, the elderly, and the disabled. This vehicle shall be able to be used for paratransit service and general service on urban arterial streets.

**AGREEMENT TERM**

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein. By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

**STANDARD LOW FLOOR CUTAWAY REQUIREMENTS**

1. *This bus should NOT require a North Carolina commercial driver's license (CDL).*
2. This specification is for a Mid-Size Low Floor Commercial bus of the "Body on Chassis" Type.
3. The bus shall have a power ramp to facilitate entry by passengers, including those in a wheelchair or other mobility devices.
4. The bus shall meet all requirements of the Americans with Disability Act even though the specific items may not be listed in detail in this specification.
5. The bus shall be of the low floor type with front coil springs and rear leaf springs.
6. The bus shall have an electric operated front passenger door.
7. The buses shall have seating capacity for a maximum of 14 forward facing seated passengers and one driver seat while providing a minimum of 2 forward facing wheelchair positions. Seating must not require a CDL according to North Carolina Division of Motor Vehicles. Seating must be approved by procuring agency.



## TECHNICAL SPECIFICATION PROVISIONS

Each bidder shall provide documentation that the following requirements have been met.

1. That the proposed vehicle is manufactured in an ISO certified bus manufacturing facility.
2. The proposed model has been tested to show compliance with FMVSS 220 School Bus Rollover Protection Standard.
3. The proposed model has been tested to show compliance with FMVSS 221 Sidewall Joint Strength Standard.
4. The proposed body manufacturer has been certified and approved by the chassis manufacturer.
5. The proposed model has been tested to show compliance to a 7 year/ 200,000 duty cycle life as documented by the Federal Transit Administration test center in Altoona, Pennsylvania.

Manufacturer/Bidder question(s) or requests for approved equals must be submit by September 30, 2021, 5pm EST. Requests for approved equals must be submitted with sufficient documentation that will allow the agency to determine equivalency. If sufficient documentation is not submitted, the request will not be approved. There will be no additional opportunities to submit the necessary documentation.

## TECHNICAL SPECIFICATIONS

### 1. BODY

#### 1.1 DIMENSIONS / WEIGHT

- Axle weight shall be rated as follows:
- Front Axle – 4,600-pound minimum
- Rear Axle – 9,600-pound minimum
- Each bus shall have a maximum of two axles.
- Gross Vehicle Capacity - Maximum 14,500 lbs.
- The bidder shall include engineering weight calculations for the vehicle bid with a full passenger load, and all fluids and equipment as specified.
- Vehicle Height- Maximum 111", antennas not included.
- Interior Height - 76" Minimum.
- Exterior width excluding wheel wells and bumpers 102" Maximum.
- Interior width shall be 91.5" Minimum at seat level.

#### 1.2 EMERGENCY EQUIPMENT

- No less than a 16-unit First Aid Kit in a 9.5"x 6.5" container shall be furnished.
- A 5 lb. ABC rated Fire Extinguisher shall be furnished and mounted in the unit.
- Each vehicle shall contain 3 DOT approved Bi-Directional warning reflectors. The kit shall be mounted in a readily accessible position to the driver. A Dual purpose 23"x 23" Transpec roof hatch emergency exit shall be installed in the roof above the center of the passenger compartment.
- Note: Placement of all Emergency equipment will be approved by the procuring agency before final installation.

### 1.3 DOORS, EXITS, AND STEPS

- The entrance door shall be swing out type, electrically operated and a minimum of 41" wide with a 39" wide clear opening with no obstructions for the passengers.
- Clear entry door dimensions shall be a minimum 39" wide by a minimum 75" high.
- The door windows shall have a minimum dimension of 15" X 72".
- Steps are not allowed; all passengers shall enter by way of a passenger door with an approved ramp if needed.
- The ramp shall be a Braun RA300 (or approved equal) low floor power ramp that is designed to let wheelchair passengers enter the bus unassisted once the ramp is deployed.
- Bus shall include a weatherproof exterior toggle switch for the entry doors. Exterior entry door switch is to be active only with ignition power on. Location of the exterior switch shall be on the right outside of the passenger entrance door.
- Entry door emergency release shall be easily accessible and clearly identified.

### 1.4 FLOOR

- Steel sub floor cross members shall be 2"x 2", 14-gauge steel tubing minimum.
- Steel sub floor structure must be isolated from the chassis by means of OEM rubber isolation pucks.
- The sub floor is to be bolted through these rubber pucks to the chassis rails.
- Body is to be mounted directly over the chassis frame to provide an integrated body/chassis mounting, any other mounting system is not acceptable.
- Flooring shall be 5/8" thick single piece, engineered wood of a marine grade. It shall have a moisture barrier laminated to upper surface, with moisture sealed edges. The underside of the flooring shall be sprayed with a Poly-Urea coating with a minimum thickness of 40 mils.
- Interior floor/lower sidewall covering shall be seamless sprayed in Poly Urea coating with a minimum thickness of 50 mils. This will allow the floor to be cleaned with a hose if so desired. The Poly Urea coating will also cover the area around the ramp (but not the platform itself). The cab floor shall be the OEM floor covering.

### 1.5 GENERAL STRUCTURE

- The intent of the body structure specifications is to specify a structure, which shall meet or exceed the Federal Motor Vehicle Safety Standards.
- Front and rear mud flaps shall be installed and approved by the agency. Rear bumper shall be Romeo Rim or approved equal.
- Front bumper shall be Factory OEM Chrome. Grille and headlights are to be OEM Chrome.
- Insulation in sides, rear, and roof shall be equal to an R-6 thermo- barrier and sound absorption.
- Sidewall and rear wall construction shall be 1 1/2"x 1 1/2" Horizontal 16-gauge steel tube below the window line and 1 1/2" x 2 1/2" 14-gauge tube at the floor level.
- There shall be one 1 1/2" x 1 1/2" horizontal 16-gauge steel tube at the top sidewall forming the top edge of the wall. Steel structure must extend below the floor level to the lowest point in the sidewall. Wall structure that ends at the floor line is not acceptable. Lower skirts that are not an integral part of the sidewall are not permitted.
- Sidewall vertical steel 16-gauge square tubing nominal dimensions are 1 1/2"x 1 1/2".
- Vertical steel ribs consist of one 1" x 2" 14-gauge steel spaced at the sides of each window opening.
- Two 1 1/2" x 1 1/2" 16-gauge steel tubes are required at the front of the sidewall to form the front and rear of the door opening.
- One 1 1/2" x 1 1/2" 16-gauge steel tube is to be welded vertically at the midpoint of each window with a width greater than 24" connecting the horizontal tube welded below the window line and the horizontal tube that is welded at the floor line.
- Horizontal steel tubes are to be welded to the vertical steel tubes.

- The entire steel structure must be bonded and bolted with Sikaflex 252, any other method of assembly will not be accepted.
- Exterior skin shall be FRP Composite skin laminated to moisture resistance of less than 1% absorption substrate (not Luan) attached to the steel cage with urethane adhesive. Luan or other wood products are not permitted in the exterior sidewall or rear wall structure. Experience has shown that using wood materials can lead to moisture wicking into the sidewalls causing corrosion to inner structure and outer skins.
- Rear of the bus shall have vacuum formed caps bonded to a FRP composite skin laminated to a moisture resistant substrate (with less than 1% absorption rate) Not Luan. Cap is to be attached to steel cage with fasteners and urethane adhesive. Fiberglass cap is also acceptable.
- LED lights are to be mounted to the Vacuum formed or Fiberglass caps.
- Unit shall have an access plate inside rear of bus to allow servicing fuel pump without removal of fuel tank.
- Unit shall have a driver side step beneath the driver entry door. (Aluminum running board style).

## **1.6 MIRRORS**

- Interior mirror - A rear view mirror of not less than 6 x 9 inches shall be installed for the driver's view of coach interior. Rosco Smart Vision Back Up Camera in Rear View Mirror. Mirror shall be mounted on a dual swivel point.
- Exterior mirrors shall be remote control, adjustable left and right, and heated.
- Exterior remote heated mirrors with convex, not less than 15" x 8", passenger and driver side. Automatic heated side mirrors w/turn signal – Rosco. The agency shall approve mirrors and mirror mountings.

## **1.7 PAINT, TRIM, AND SIGNAGE**

- The bidder shall, as a minimum, provide a low VOC coating system that meets the following minimum requirements.
- Primer- Corrosion resistant primer that is compatible with the paint system.
- The paint system shall have hardness, UV resistance, abrasion resistance, gloss retention, flexibility, chip resistance, and good adhesion characteristics. The coating shall exhibit resistance to humidity, corrosive atmospheres, mineral and organic acids, alkalis, solvents, detergents, and typical vehicle fuels, lubricants and hydraulic fluids. Single Stage Urethane is acceptable.
- The vehicle shall be painted OEM chassis white with "SALISBURY TRANSIT" displayed, includes two-tone vinyl trim striping and labor. The contractor will supply all colors available. The purchasing agency shall approve the paint color and scheme on the contractor's vehicle prior to painting.
- All areas of exterior body must be painted. Gel Coat and baked on aluminum is not acceptable.
- All logos and text are vinyl graphics, which will be applied prior to delivery.
- Vehicle numbers shall be applied by the contractor inside and outside of the bus. Exterior vehicle numbers must be 4" numbers red in color in up to four locations.
  - Front of bus centered above the windshield.
  - Right side above entry door.
  - Left side above the driver's window.
  - Rear of the bus, centered minimum 5' above the pavement
  - Interior vehicle numbers must be 2" numbers white in color in one location.
- The purchasing agency will provide vehicle numbers.
- Vehicle shall contain signs inside that indicate:

- Audio/Video decal per agency approval.
- All signs and emergency exits are to be properly identified in English and Spanish.
- Seats toward the front of vehicle shall be reserved for persons with disabilities.
- No food or drinks allowed on bus.
- No smoking.
- Shirts and shoes must be worn.
- Driver does not make change.
- Priority seating signs - each securement location shall have a sign designating it as such. Also, four (4) wheelchair decals (International Symbol of Accessibility)
- Vehicle Height.
- Watch your step.
- Please fasten your seatbelt.

### **1.8 OPERATOR SEAT**

- Driver's seat shall be a Freedman adjustable, air suspension reclining seat with right hand armrest and manual drivers lumbar or approved equal.
- Driver seat must include power base with skirt.
- Driver seat should match passenger seat.
- Driver's seat shall be equipped with a quick release type retractable lap and shoulder belt Orange in color.
- Cloth - colors and design shall be approved by the purchasing agency.
- Must comply with all FMVSS requirements.
- Driver Barrier
  - Must provide total transit operator coverage. The barrier completely covers the driver's cab.
  - Material should be clear & made AS-4/5 certified, ¼" thick, shatter resistant, corrosion resistant, stainless steel components, highly visible, and the transit operator vision should not be obstructed.
  - Meets all Federal Motor Vehicle Safety Standards.
  - Makes little modification to the vehicle.
  - Fully transferrable.
  - Allows riders interaction with fare boxes.
  - Includes secondary escape route for the driver.

### **1.9 PASSENGER SEATS**

- Passenger seating shall be forward facing, Freedman Featherweight mid-high seating or approved equal. Heavy duty cushioned cloth seating.
- Forward facing foldaway seats shall be located at each wheelchair position.
- All passenger seats shall be equipped with retractable belts, the longest available. Seats shall be upholstered in cloth per agency approval. The color shall be approved by the agency.
- US Armrest Aisle Only
- All forward facing seats shall be installed with a minimum hip to knee dimension of 28 inches. Aisle width shall be a minimum of 18 inches in passenger area.
- Seating arrangement and configuration shall require agency approval.
- Foldaway seats shall incorporate a grab handle for wheelchair passengers, when seat is in folded position.
- All passenger seats are to anti-vandal grab handles installed on the backs.
- The contractor should provide multiply seating diagrams for approval by the purchasing agency.

- One (1) Freedman Integrated Child Seat that replaces forward facing bench seat
- 2 additional 24" seat belt extenders
- Must meet all American with Disabilities Act, and FMVSS requirements.

### **1.10 STANCHIONS AND HANDRAILS**

- An entrance door modesty panel and stanchion post shall be provided at rear of stepwell.
- Clearance between modesty panel and first passenger seat shall be at least 28 inches measured from panel to front face of seatback at cushion height.
- Passenger assist handrails shall be provided for left and right of the passenger entryway. All stanchions and handrails shall be stainless steel.
- Overhead handrails shall be provided on both sides of passenger area and be continuous except in the wheelchair boarding area.
- All stanchions and handrails must be reinforced with metal backing plates in sidewalls and roof structure.
- All stanchions and handrails must be bolted with through bolts at all fittings. Driver's barrier stanchion located behind driver seat shall include a plexiglas panel.

### **1.11 WINDOWS**

- T-slider upper pane windows shall be provided along the full length of each side of the passenger compartment. Minimum size is 18.5" Wide x 36" High.
- The driver's door window shall open and be operational.
- All passenger windows shall be approved safety glass with a 55% light transmittance equivalent to AS-3.
- The Drivers curbside window shall be one piece, minimum AS-2 rated safety glass. Divider or reinforcing mullions are not acceptable. Glazing shall be 1/4" thick and shall provide a minimum of 470 square inches of viewing area. Window shall be frameless with an exterior rubber gasket and installed with Sikaflex 255FC adhesive or approved equal to minimize leakage. A minimum of 1 inch black fritting shall be applied to the exterior perimeter of the window glass to provide additional glare reduction and to conceal the adhesive.
- Four (4) side emergency window exits, two on each side of the vehicle.
- The rear of the unit shall have a swing out emergency window on the rear wall.

## **2. CHASSIS**

### **2.1 BRAKES**

- Brake system shall be OEM Heavy Duty front and rear disc type with four channel, Anti-Lock brake system.

### **2.2 ENGINE**

- Engine shall be a minimum 6.8 Liter V-10 Gasoline Engine or approved equal.
- Air intake shall have a manual resetting, flow restriction indicator installed.
- The engine compartment shall be insulated from the passenger compartment with fiberglass/foil blanket material or equivalent to minimize coach interior noise level, heat, and fumes.
- Under no conditions are interior noise levels to exceed 83 DBA.

### **2.3 ENGINE COOLING**

- Radiator shall be OEM Heavy Duty with a surge or overflow tank.
- Cooling system shall provide adequate engine cooling at 120-degree ambient temperature with the air conditioning operating. Vehicle shall be delivered with permanent ethylene glycol antifreeze with protection to a minimum of -20 degrees F.

## **2.4 TRANSMISSION**

- Unit shall be equipped with a 6-speed automatic overdrive transmission with external cooler, or approved equals.
- A Driveline retainer strap shall be provided to prevent the front of the shaft from falling to the ground if it were to break at the front universal joint.

## **2.5 SUSPENSION**

- Front axle capacity shall be a minimum of 4600 lbs. Rear axle shall be a minimum of 9600 lbs. GVW.
- The air-ride suspension shall be electronically controlled, and must meet the requirements of the "Buy America Act."
- The air ride suspension system shall have all critical operating components located in a dedicated easily accessible box, securely protected from outside vehicle elements within the driver's compartment area.
- The vehicle suspension air system shall be supplied by a high duty cycle compressor (DC Powered) at a minimum 10 cubic feet per minute and capable of 200 PSI. The compressor shall be mounted in a weatherproof powder coated box on the OEM frame rail and it utilizes isolator compressor mounts and brackets.
- Compressor must be accessible through lower skirt from the outside of unit.
- Compressor must allow for full four-corner kneel cycles when necessary with no wait time between full four-corners kneel cycles.
- Compressor/DC Motor must have a minimum life expectancy of at least 2500 continuous hours.
- Vehicle suspension air system shall incorporate an in line air cooler to reduce operating air temperature to 150 Degrees or less, to improve overall air system efficiency and suspension durability.
- Vehicle suspension shall incorporate an automatic heated regenerating in line dryer/filter with dedicated purge tank.
- All air system fittings, lines, valves, connectors, and tanks shall meet DOT specifications.
- OEM front suspension strut bushings shall be replaced with heavy duty unlimited travel urethane bushings.
- Vehicle front and rear suspension ride height shall be electronically controlled by automatic precision ride height sensors and have an operating life cycle of at a minimum 10 million cycles. Must have multi-port air manifold to enhance overall vehicle operating performance.
- A 4-point kneeling system shall lower the entire floor line of the bus a minimum of 4 inches during loading and unloading operations regardless of load up to GVWR, measured at centerline of entrance door.
- A vehicle interlock shall be incorporated to prohibit movement of the vehicle when in the kneeled position.
- The vehicle shall have a LCD Digital display that provides all vehicle suspension and ramp functionality. Monitors suspension performance and diagnostics, and allows for real time programming.
- Vehicle shall be able to perform a full 4-point flow controlled kneel within a not to exceed time of approximately 8 seconds after the operator has activated the kneel function switch.
- After kneeling, the unit shall rise within 2 seconds to a height permitting the bus to resume service and shall rise to full operating height within 4 seconds regardless of load up to GVWR.

- Vehicle suspension shall consist of four specifically designed air tanks to meet these requirements, powder coated inside and out for corrosion resistance. In addition, must meet SAEJ-10 and FMVSS standard 121.
- Air suspension shall contain an emergency manual override auxiliary air support system, which is separate and independent of the vehicle's main air operating system. This system shall provide an immediate back up source of air supply to the main air system to allow for the vehicle to be operated directly to servicing in the event of a main air producing system failure. The back-up system shall have its own air tank, manual controls, and safety valves.
- Vehicle suspension wiring shall meet DOT standards.
- All wiring must be supported and protected from chafing, flexing and vibration. Vehicle suspension wiring must be color coded for identification.
- All vehicle suspension wiring must be easily referenced with a schematic/diagram.
- All vehicle air lines shall conform to the installation and material requirements of SAE J844 and DOT standards.
- All vehicle air lines shall be adequately supported and protected from chaffing, flexing, and vibration.
- All vehicle air lines shall be color coded for identification.
- Vehicle suspension air lines shall be easily referenced with a schematic/diagram.

## **2.6 STEERING**

- Factory installed OEM Power Steering constructed as to be free of road shock and vibration. Steering wheel shall be tilt, factory OEM no less than 15 inches in diameter and constructed of plastic or synthetic resin molded over metal.

## **2.7 TIRES**

- Each vehicle shall be supplied with a new spare tire mounted on a new rim of the same size as used on supplied vehicle (LT225/75R16), or approved equals.
- Wheels shall be OEM steel including spare and powder coated white.
- Unit shall have stainless wheel simulators installed and one (1) additional set for spares if one was to come off.

## **3. ELECTRICAL CHASSIS**

### **3.1 ALTERNATOR**

- OEM Minimum 225-amp alternator on gasoline engine.
- A fast idle system incorporating a voltage monitor shall be included. Intermotive advanced fast idle system or approved equal shall be used.

### **3.2 ELECTRICAL BATTERIES**

- The vehicle shall be equipped with the OEM battery located under the hood (650 CCA).
- The vehicle shall be equipped with an auxiliary battery located in an external battery box located on right side of unit behind front tire. The battery tray should be of the slide out version (650 CCA).
- The vehicle shall have a third battery deep cycle marine with a minimum of 1440 CCA dedicated to the air suspension compressor motor, isolated from the main body electrical system.

- A master disconnect switch shall be mounted inside of the side battery compartment. Cole Hershe or approved equal can be used. A decal noting the location of the master disconnect switch shall be affixed to the outside of the access door.

### **3.3 BACKING ALARM**

- The vehicle shall be equipped with a reverse alarm emitting a minimum of 82 DBA. The vehicle shall be equipped with a sonic object detection system.
- The system shall activate automatically when the vehicle is placed in reverse and shall provide the driver with an audible alert of objects located behind the vehicle.

### **3.4 FUEL TANK**

- The vehicle shall have at least a 55 Gallon fuel tank located aft of rear axle.
- The vehicle fuel tank must be installed by the chassis manufacturer and not be modified in any way. Must meet CARB standards.

## **4. ELECTRICAL**

### **4.1 BODY GENERAL**

- A heavy-duty power panel shall be provided inside the bus and shall be accessible through an access door.
- All wiring shall conform (minimally) to J1292 and shall be type HDT (Heavy Duty Thermoplastic Insulated).
- All wiring must be insulated, color, number, and function coded wiring.
- All holes, through which wiring passes, shall be drilled and fully grommetted. The use of split or spliced hoses as grommets is not acceptable. All wiring shall be protected from raw metal, sharp edges, and shielded where excessive heat is evident.
- Plastic or rubber P-Clamps shall be used to secure Harnesses. Clamps may not be welded to supporting structure and the use of plastic wire ties to secure harness assemblies is not acceptable.
- The power distribution panel must have a printed decal identifying all equipment in the panel attached to the inside of the panel cover or door.
- Electrical distribution panel must have a dedicated ground wire to the chassis of sufficient gauge in relation to the ground load of all equipment installed on the panel plus 10%.
- The bidder is to include engineering electrical load calculations for the vehicle as bid in the response package.

### **4.2 INSTRUMENT PANEL**

- Instruments and gauges shall consist of the following.
- OEM speedometer with odometer, engine hour meter, fuel gauge, oil pressure gauge, water temperature gauge, and voltmeter.
- All switches shall be clearly labeled for function and within the operator's reach while seated.

### **4.3 LIGHTING / EXTERIOR**

- All exterior lights shall conform to the provisions of the Federal Motor Vehicle Safety Standards, Carrier Safety Regulations, Americans with Disabilities Act, and be of the LED type.



- Side directional lamps shall be mounted mid-ship and be LED.
- All vehicle lighting with the exception of headlamps and OEM front turn and marker lamps are to be high intensity LED.
- A center brake lamp shall be installed above the rear emergency window. LED.

#### **4.4 LIGHTING / INTERIOR**

- Interior dome lamps shall adequately illuminate the passenger area. Minimum of six LED.
- Dome lamps shall be illuminated whenever the entry doors are open.
- A separate switch shall be provided on the drivers' console to activate the dome lights with the entry doors closed.
- Two (2) step well lamps shall be installed to provide required illumination to the entire step well area. LED required.
- An additional exterior lamp is to be provided above the entry door to illuminate the entryway. LED required.
- Lighting in the wheelchair area is to meet or exceed current applicable ADA regulations. LED required.

#### **4.5 RADIO & 2-WAY RADIO**

- AM/FM/CD w/6 Speakers w/PA System w/ hand held microphone REI
- Vehicle to be equipped with a Motorola APX1500, 800Mhz Astro P25 radio.
- 2-way radio which must be UHF, VHF, or 800 MHz and include radio antenna. 2-way radio must work with current radio system and must be approved by purchasing agency. Location of 2-way radio must be approved by purchasing agency.
- Panic button connect to the 800 radio and the exterior signs. When activated it should display, "Call 911".
- Includes ground plane, wiring, and installation.

#### **4.6 EQUIPMENT PRE-WIRING**

- Manufacturer to provide pre-wiring for the following equipment which includes power, ignition, and ground as appropriate.
  - Zonar
  - Automated Passenger Counter System
- Proposers will be required to contact each company for detailed requirements of procuring agencies equipment to include wiring scheme.

#### **5. AIR CONDITIONING AND HEATING:**

- The coach air conditioning system shall be designed, manufactured, and certified by one air conditioning manufacturer and provide a 3-year, unlimited mileage warranty covering all parts and installation.
- The system shall be ACC Climate Control TC80 or approved equal up to 95,000 BTU total A/C system utilizing 134A Freon. 80,000 BTU ACC, 15,000 OEM.
- The system shall be roof mounted capable of maintaining an interior temperature of 70 degrees with an exterior temperature of 95 degrees and a 50% relative humidity. System shall meet the Las Vegas Pull Down Test in a 26-foot bus. Unit is to be a low profile system. Height is not to exceed 8.75". The evaporator shall consist of 2 dual fan blower assemblies rated at 1600 CFM, with copper tube/aluminum fin design. The refrigeration circuit shall be an orifice tube and accumulator design. The relay board shall be equipped with

LED's for verification of electrical continuity between the board and various functions. System to have a 360-degree directional free blow air plenum for delivering air inside unit. The Condenser shall have a minimum of two 16-inch diameter high performance condenser fans with totally enclosed axial type permanent magnet motors.

- The system shall be equipped with a Valeo TM-21 or approved equal Compressor
- 13.1 cubic inch displacement, driven by a belt on the engine.
- All hoses and fittings shall meet SAE J-2064 specifications.
- Any other system will require agency approval.
- Air conditioning in the driver's area shall be OEM Minimum 15,000 BTU system and remain separate from the coach system.
- Must include upgrades to mitigate the spread of COVID-19. It is important to maximize filtration capacity and optimize airflow to move particles away from people. This will help reduce the risk of COVID-19 and other airborne diseases.

## **5.1 HEATING SYSTEM**

- All heater switches shall be located in the driver's compartment accessible to driver while seated.
- Heater lines leading to rear heater inside of coach must have ¼ turn shut off valves. All heater hoses must be silicon and have constant torque clamps installed.
- A 60,000 BTU seat frame mounted auxiliary heater is to be installed from mid-ship back.
- Driver's heater shall be OEM.
- Must include upgrades to mitigate the spread of COVID-19. It is important to maximize filtration capacity and optimize airflow to move particles away from people. This will help reduce the risk of COVID-19 and other airborne diseases.

## **6. WHEELCHAIR RAMP**

- The ramp shall be a Braun power ramp that is designed to let wheelchair passengers enter the bus unassisted once the ramp is deployed.
- Braun RA-300 or approved equal.
- The ramp must meet all ADA requirements.
- The vehicle shall be equipped with an Intermotive Intelligent Interlock System or approved equal with vehicle in park and parking brake set.

## **6.1 SECUREMENTS**

- Accommodations shall be provided in each vehicle for two (2) forward-facing wheelchair passengers including a complete tie down and securement system for each wheelchair location.
- Each wheelchair position shall have a clear floor space of at least a minimum width of 30" X 52" in length.
- The wheelchair restraint system shall be as follows:
  - Four (4) Q'Straint QRT-MAX Slide 'N Click wheelchair securements with combo lap/shoulder belt
  - Must also include heavy-duty storage bag for each location.
  - Securement must meet WC18 specifications and be compatible with WC19.

## **7. CAMERAS**

- The CCTV system shall include cameras, control system, and a recording storage device.

- The system shall have the capability of marking and saving an event as specified by the procuring agency. The system shall be located in a secure location.
- The system shall be a Seon wireless Design Explorer TX8 8 channel DVR.
- Unit shall have 2TB of storage.
- Unit shall have Smart-Reach Wi-Fi module. GPS antenna shall be included.
- The unit shall be equipped with 8 cameras installed according to procuring agency requirements.
- The cameras shall be mounted to provide a clear view of the entire passenger compartment and be protected to prevent tampering and vandalism. Location of cameras must be approved by the purchasing agency.
- Unit shall have a panic button installed.
- Unit shall automatically record hard deceleration/impact.

#### **8. OTHER REQUIRED EQUIPMENT**

- Passenger touch tape stop request
- Diamond NV Fare box, or approved equal
- Emergency window hammer and web cutter
- Oxygen tank brackets
- Social distance seat bands, 12
- Pull cord, stop request signal system
- Stainless steel bike rack mounted on front of bus
- Destination sign-Transign D-3114, electric, furnished with minimum of
  - 15 destinations: Front
  - 15 destinations: Side
- Luminator automated voice announcement system shall be integrated into the ITS solution.
- Proposers will be required to contact Luminator for detailed requirements of procuring agencies architecture and pricing.

#### **9. ROAD AND WATER TEST:**

- Prior to shipment, the vehicle shall undergo a thorough road and water test to verify operational readiness.
- Unit shall be driven a minimum of 20 miles and then checked for any fluid leaks and hose tightness.
- Unit shall undergo a 15-minute water test to check the integrity of body seams, windows, doors and any other exterior components. If any leaks are found the unit is to be repaired and retested.

#### **10. WARRANTY (GASOLINE VEHICLE):**

Years and miles listed below are minimums. Bidder to list warranty offered.

Covered component:	Years or miles:
Complete Unit Unconditional	3 / 36,000
Coach Structure	5 / 100,000
Gas Engine /Trans/Drivetrain	5 / 100,000
Chassis	3 / 36,000
W/C Tie-Downs	5 Years
Drivetrain less Engine	5 / 100,000
Fuel System	3 / 36,000

Brake System	3 / 36,000
A/C System (Chassis)	3 / 36,000
A/C System (Coach)	3 / Unlimited Miles
Wheelchair Lift and Ramp System	3 / Unlimited Miles
Starter	3 / 36000
Alternator	3 / 36,000
Air suspension	3/ 36,000

#### **11. MANUALS:**

- The following Manuals shall be included in the bid.
  - 2 - Parts and Maintenance manual for all OEM.
  - 2 - Parts and Maintenance manual for the bus body. 2 - Parts and Maintenance manual for lift ramp.
  - 2 - As built Electrical Manual.
  - 2 - A/C System Parts and Maintenance manual.
- The Contractor shall provide the Procuring Agency, at least 30 days prior to the delivery date of any buses ordered, current maintenance and parts manuals (in written form and on compact disk (if available)) in the quantities of one per bus with a minimum of three copies and a maximum of five copies for each separate purchase order for buses placed under this agreement. Additionally, standard operator's manual(s) shall be provided in the quantities one per bus with a minimum of three copies for each separate purchase order for buses under this Contract.
- The Contractor shall keep maintenance manuals available for a period of three years after the date of acceptance of the buses procured under this Contract. The Contractor shall also exert its best efforts to keep maintenance manuals, operator manuals, and keep parts books up-to-date for a period of 7 (even) years. The supplied maintenance and operator's manuals shall incorporate all equipment ordered on the buses covered by this procurement.
- In addition, if not included in the parts manual, the Contractor shall also provide a complete list of all major components and sub-components provided by subcontractors used on the buses including the original suppliers' and/or manufacturers' part name, part numbers, company names, addresses, telephone numbers and contact persons' names.

#### **12. DELIVERY AND TITLE:**

- BUS DELIVERY PROCEDURE
  - Delivery of buses shall be determined by signed receipt of the Procuring Agency's designated agent(s) at a designated point of delivery and may be preceded by a cursory inspection of the bus.
  - Hours of delivery shall be 8:00am through 4:00pm, Monday through Friday EST.
- ASSUMPTION OF RISK OF LOSS
  - The Procuring Agency shall assume risk of loss of the bus on delivery, as defined in "Bus Delivery Procedure", if delivered by common carrier or drive away. Prior to this delivery or release, the Contractor shall have risk of loss of the bus, including any damages sustained during the common carrier or drive away operation regardless of the status of title or any payments related to the bus. Drivers shall keep a maintenance log enroute and it shall be delivered to the Procuring Agency with the bus.

- ACCEPTANCE OF BUS
  - All vehicles shall be insured by the Supplier until the post audit delivery has been conducted at minimum.
  - Within 15 (fifteen) calendar days after arrival at the designated point of delivery, the bus shall undergo the Procuring Agency inspection, road tests, and all FTA required post audit delivery requirements have been meet. If the bus passes these tests or if the Procuring Agency does not notify Contractor of non- acceptance within 15 (fifteen) calendar days after delivery, acceptance of the bus by the Procuring Agency occurs on the fifteenth day after delivery. Acceptance may occur earlier if the Procuring Agency notifies the Contractor of early acceptance or places the bus in revenue service. If the bus fails these tests, it shall not be accepted until the repair have been carried out and the bus retested until it passes.
  - The Contractor or its designated representative shall perform the repairs after non- acceptance. If the Contractor fails or refuses to make the repairs within 5 (five) days, then the work may be done by the Procuring Agency's personnel with reimbursement by the Contractor.
- REPAIRS BY CONTRACTOR
  - After non-acceptance of the bus, the Contractor must begin work within 5 (five) working days after receiving notification from the Procuring Agency of failure of acceptance tests. The Procuring Agency shall make the bus available to complete repairs timely with the Contractor repair schedule.
  - The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs. At the Procuring Agency's option, the Contractor may be required to remove the bus from the Procuring Agency's property while repairs are being affected. If the bus is removed from the Procuring Agency's property, repair procedures must be diligently pursued by the Contractor's representatives, and the Contractor shall assume risk of loss while the bus is under its control.
- REPAIRS BY PROCURING AGENCY
  - Parts Used. If the Procuring Agency performs the repairs after non-acceptance of the bus, it shall correct or repair the defect and any related defects using Contractor- specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by the Procuring Agency to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.
  - Contractor Supplied Parts. If the Contractor supplies parts for repairs being performed by the Procuring Agency after non acceptance of the bus, these parts shall be shipped prepaid to the Procuring Agency from any source selected by the Contractor within 10 (ten) working days after receipt of the request for said parts.
  - Return of Defective Components. The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The Contractor shall pay the total costs for this action.
  - Reimbursement for Labor. The Procuring Agency shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by a per hour, straight wage rate, including fringe benefits, approximately \$65.41 per hour, plus the cost of towing in the bus if such action was necessary.

- Reimbursement for Parts. The Procuring Agency shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and fifteen (15) percent handling costs.
- TITLE
  - Adequate documents for registering the bus in the State of North Carolina within the counties to be designated on the purchase orders to be issued under this contract shall be provided to the Procuring Agency at least 30 calendar days before each bus is released to the common carrier drive away or to the Procuring Agency's drivers. Upon acceptance of each bus, the Contractor warrants that the title shall pass to the Procuring Agency free and clear of all encumbrances.

**SECTION V: Bid Form**

**Bid should be submitted as follows:**

**Unit Price** \_\_\_\_\_

**Sales Tax (7%)** \_\_\_\_\_

**Total Bid** \_\_\_\_\_

**Signature of Bidder** \_\_\_\_\_